

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW HAMPSHIRE

Public Service Company
of New Hampshire

v.

Case No. 12-CV-98-PB

Time Warner Entertainment
Company, L.P.

O R D E R

The choice of forum clause on which the motion to remand is based plainly and unambiguously requires an action under the agreement to be brought in state court. It does not, however, limit a defendant's right of removal. Further, the contract clause requiring Time Warner to submit to the jurisdiction of any court wherein an action has been commenced against PSNH and Time Warner has indemnified PSNH merely obligates Time Warner to waive any personal jurisdiction challenge to such an indemnification action. It too does not purport to limit Time Warner's right of removal. The parties do not cite to any persuasive extrinsic evidence that addresses the issue, and any contrary case law cited by PSNH is unpersuasive. Because the clause in question does not restrict Time Warner's right of

removal, and PSNH does not otherwise argue that removal was improper, its motion to remand (Doc. No. 4) is denied.

SO ORDERED.

/s/Paul Barbadoro
Paul Barbadoro
United States District Judge

May 7, 2012

cc: Charles P. Bauer, Esq.
Eric Graham Moskowitz, Esq.
David Anderson, Esq.